

# **SPECIAL CRANSTON SCHOOL COMMITTEE MEETING**

**JULY 30, 2012**

**HOPE HIGHLANDS ELEMENTARY SCHOOL**

**300 HOPE ROAD, CRANSTON, RI 02921**

**EXECUTIVE SESSION 6:00 P.M.**

**PUBLIC SESSION IMMEDIATELY FOLLOWING**

## **AGENDA**

**1. Call to Order – 6:00 p.m. – Convene to Executive Session pursuant to RI State Laws PL 42-46-5(a) (1) Personnel; (Discussion of Certified Administrator A's Settlement Agreement); (Discussion of Superintendent Search); PL 42-46-5(a)(2) Collective Bargaining and Litigation; (Contract Negotiations' Update – Secretaries), (Maintenance of Effort), (Cranston Area Career & Technical Center Building Transfer Contract), (Consideration of legal options regarding status of aid to education appropriation and legal advice relating to same).**

**2. Executive Session**

**3. Call to Order – Public Session**

**4. Roll Call – Quorum**

**5. Executive Session minutes sealed – July 30, 2012**

**6. Approve the minutes of July 11 and 16, 2012 meetings.**

**7. Public Acknowledgements/Communications**

**8. Chairperson's Communications**

**9. Superintendent's Communications**

## **10. School Committee Member Communications**

## **11. Public Hearing**

**a. Students (agenda/non-agenda matters)**

**b. Members of the Public (agenda matters only)**

## **12. Consent Calendar/Consent Agenda**

## **RESOLUTIONS**

### **ADMINISTRATION**

**NO. 12-7-20 – Be it Resolved, that at the recommendation of the School Committee, the appointment of the Superintendent be approved subject to ratification following negotiations and presentation of an Administrative Fiscal Impact Analysis.**

**NO. 12-7-21 – Be it Resolved that the School Committee approve or reject a settlement agreement with Administrator A.**

### **PERSONNEL**

**NO. 12-7-22 – Resolved, that at the recommendation of the Superintendent, the following certified staff be recalled from layoff.**

**NO. 12-7-23 – Resolved, that at the recommendation of the Superintendent, the following certified personnel be appointed for the 2012-2013 school year:**

**Kathryn Wier...Step 3**

**Education...URI, BA**

**Experience...Wakefield School Department**

**Certification...Secondary Italian\Spanish**

**Assignment...Cranston West 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note... 12612300 51110**

**David Bizier, Step 12 + Masters + 30**

**Education...Johnson & Wales University, BA, MBA**

**Experience...Central Falls School Department**

**Certification...Secondary Business**

**Assignment...Cranston Area Career & Technical Center 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note... 13246051 51110**

**Amy Ottiano, Step 12 + Masters**

**Education...UConn, BA, University of Louisville, MS**

**Experience...Westwood Public Schools**

**Certification...Speech & Language**

**Assignment....Itinerant .5 FTE**

**Effective Date... August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...12717010 51110**

**Jaclyn Cady, Step 1**

**Education...RIC, BA**

**Experience...Cranston Student Teacher**

**Certification...Secondary Math**

**Assignment...Cranston East 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11312280 51110**

**Jessica Soccio, Step 2**

**Education...RIC, BA, URI, BS**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Gladstone 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11912050 51110**

**Tiffany Casale, Step 2**

**Education...RIC, BS**

**Experience...Cranston Substitute Teacher**

**Certification Elementary 1-6**

**Assignment...Waterman 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11012050 51110**

**Cathryn Arruda, Step 4**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Gladstone 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11912050 51110**

**Katherine Chesson, Step 5 + MSW**

**Education...Flagler College, BA, BU, MSW**

**Experience...Natchaug Hospital**

**Certification...Social Worker K-12**

**Assignment...Itinerant 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...13417030 51110**

**Pamela Caiano, Step 4**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment....Stone Hill 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...12712050 51110**

**Katelyn Greene, Step 2**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Eden Park 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11812050 51110**

**Stephanie Gallagher, Step 2**

**Education...RIC, BA**

**Experience...Cranston Substitute**

**Certification...Elementary 1-6**

**Assignment...CSR .5 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...52000130 51110**

**NO. 12-7-24 – Resolved, that at the recommendation of the Superintendent, the following certified personnel be appointed as substitutes on a temporary basis as needed:**

**Lindsey Genovesi, Early Childhood, PK-2**

**NO. 12-7-25 – Resolved, that at the recommendation of the Superintendent, the following certified staff member be granted a**

**leave of absence without compensation as provided in Article XIX,  
Section B.1 of the Master Agreement between the Cranston School  
Committee and the Cranston Teachers' Alliance:**

**Alison Fracassa, Teacher**

**Garden City**

**Effective Date...September, 2012 to August, 2013**

**No. 12-7-26 – Resolved, that at the recommendation of the  
Superintendent, the  
following individual(s) be reappointed as an athletic coach:**

**Cranston High School West**

**Steven Stoehr Head Coach Football**

**Thomas Milewski Assistant Coach Football**

**Thomas Ferri Head Coach Girls' Volleyball**

**Jesus Berrio Head Coach Boys' Cross Country**

**Shelia Lagasse Head Coach Girls' Cross Country**

**Rob Malo Assistant Coach Football**

**Corey Capirchio Assistant Coach Football**

**Charles Pearson Head Coach Girls' Soccer**

**Nicholas Ruggieri Assistant Coach Girls' Soccer**

**James Lucas Head Coach Girls' Tennis**

**Nancy Hersey Assistant Coach Girls' Tennis**

**Lenny D'Errico Faculty Manager**

**Cranston High School East**

**Thomas Centore Head Coach Football**

**Michael Giblin Assistant Coach Football**

**Kenneth Simone Assistant Coach Football**

**Jason Ward Assistant Coach Football**

**Michael Boyajian Sr. Head Coach Girls' Tennis**

**Robert Labanca Head Coach Girls' Cross Country**

**Robert Bouchard Head Coach Boys' Cross Country**

**Dina Cesana Assistant Coach Field Hockey**

**Lauren Tomasso Head Coach Girls' Soccer**

**Jose Simas Assistant Coach Girls' Soccer**

**NO. 12-7-27 – Resolved, that at the recommendation of the Superintendent, the following individuals be appointed as volunteer coaches:**

**Cranston High School West**

**Erik Baccari Football**

**NO. 12-7-28- Resolved, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:**

**Paula DeQuattro, Elementary Secretary**

**Waterman**

**Effective Date...August 14, 2012**

**Authorization...Replacement**

**Fiscal Note...11043210 51110**



**Roland Lemonde, Carpenter**

**Plant**

**Effective Date...August 13, 2012**

**Authorization...Replacement**

**Fiscal Note...15249090 51110**

**NO. 12-7-29 – Resolved, that at the recommendation of the Superintendent, the following non-certified personnel be appointed as substitutes on a temporary basis as needed:**

**Angelo Iozzi, Bus Driver**

**Howard Inman, Jr., Custodian**

**Anthony Venticinque, Custodian**

**Greg Carello, Custodian**

**NO. 12-7-30 – Resolved, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:**

**Nancy Catanzaro, Teacher Assistant**

**Glen Hills Elementary School**

**Effective Date: August 6, 2012**

**NO. 12-7-31 – Resolved, that at the recommendation of the Superintendent, the resignation(s) of the following non-certified personnel be accepted:**

**Paula DeQuattro, Teacher Assistant**

## **Early Childhood Center**

**Effective Date...August 13, 2012**

### **BUSINESS:**

**NO. 12-7-32 – Resolved, that at the recommendation of the Superintendent, the AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE CRANSTON AREA CAREER AND TECHNICAL CENTER, from the State of Rhode Island to the City of Cranston, be approved. (See attached copy of agreement)**

### **TABLED RESOLUTION**

**NO. 12-6-36 – Resolved, that at the recommendation of the Superintendent, the non-renewal of Administrator A – Elementary Principal, be accepted.**

**School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.**

**Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the Agenda.**

**Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8170 72 hours in advance of hearing date.**

**Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at [www.cpsed.net](http://www.cpsed.net), Cranston Public Schools' administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 869 Park Ave., Cranston, RI and will be**

**electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.**

**Notice posted: July 27, 2012**

## **AGREEMENT TO TRANSFER OF OWNERSHIP OF THE CRANSTON AREA CAREER AND TECHNICAL CENTER**

**This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Cranston (“City of Cranston”) and the Cranston School District (“CSD”) and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Board of Regents, the Rhode Island Department of Elementary and Secondary Education (“RIDE”) and the Rhode Island Department of Administration (collectively, the “State”).**

### **RECITALS**

**WHEREAS, pursuant to the title search (appendix 1), the City of Cranston conveyed in fee simple a parcel of land and the improvements thereon at 100 Metropolitan Avenue in the City of**

**Cranston to the State of Rhode Island for the Rhode Island Board of Regents to use for “vocational purposes” (the “Real Property”);**

**WHEREAS, as owner of the Real Property, Rhode Island Board of Regents (in trust for the State of Rhode Island) is responsible for its care and upkeep;**

**WHEREAS, the Real Property is in need of capital repairs and the Governor’s FY 2013 Capital Budget has included appropriations for those capital repairs, to be distributed as follows:**

**FY 2013**

**Within 30 days of execution    \$1,927,417.00**

**FY 2014**

**August 15, 2013        \$ 872,583.00**

**FY 2015**

**August 15, 2014        \$ 400,000.00**

**WHEREAS, CSD operates the Cranston Area Career and Technical Center (“CTC”) on the Real Property;**

**WHEREAS, the State of Rhode Island, by and through the Rhode Island Board of Regents and the State of Rhode Island through its Department of Administration wish to convey the Real Property to the City of Cranston and wish CSD to continue operating a career and technical center on the Real Property or elsewhere;**

**WHEREAS, the State Properties Committee must approve the transfer of real property from the Rhode Island Board of Regents and the State of Rhode Island to the City of Cranston pursuant to R.I. Gen. Laws § 37-5-5; and**

**WHEREAS, it is in the interest of all parties that the mutually agreed upon conditions pursuant to which the Rhode Island Board of Regents and the State of Rhode Island transfers the Real Property to the City of Cranston be set forth.**

## **AGREEMENT**

**NOW, THEREFORE, it is agreed that:**

### **1. Obligations of the Rhode Island Board of Regents**

**a. On or before August 15, 2014, the Rhode Island Board of Regents shall grant (without recourse to CSD) and transfer the sum of THREE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,200,000.00) to be used exclusively by CSD for capital projects identified by CSD in its sole discretion at the Real Property or the appurtenances thereto, including [but not limited to], any areas of Real Property dedicated to activities related to the CTC (the “Capital Projects”). The State agrees that the improvements and repairs identified in Appendix 3 are approved by RIDE for any applicable**

housing aid available for such improvements, and in conformance with all current RIDE rules and regulations for appeal by the Rhode Island Board of Regents.

b. On August 15, 2014, the Rhode Island Board of Regents and the State of Rhode Island shall convey good, marketable title by Warranty Deed free and clear of all encumbrances, to the Real Property to the City of Cranston by such instruments as the City of Cranston, in its reasonable discretion, deems appropriate.

c. Assuming conveyance as contemplated hereby, the Rhode Island Board of Regents shall have no liability or other lawful responsibility for any and all conditions arising on or from the Real Property after August 15, 2014, except for any liabilities arising from conditions of the Real Property prior to such time and as further set out herein.

d. For so long as CSD operates a career and technical center, the Rhode Island Department of Education shall allocate to CSD funding through the Carl D. Perkins Vocational and Education Act of 1998 or similar federal program, in

accordance with the prescribed allocation formula and programmatic requirements set forth in the federal regulations.

## **2. Obligations of the City of Cranston and of CSD**

**a. CSD covenants that the Capital Projects will be competitively bid in the manner required by the State Purchasing Act, R.I. Gen. Laws §§37-2-1, et seq. CSD further covenants that its bidding specifications for the Capital Project shall require contractors to include the Board of Regents and the State of Rhode Island as insured parties in any and all insurance required from the contractor by CSD. CSD, the Board of Regents, and the State of Rhode Island, through the Department of Administration, will confer and agree upon the insurances to be procured to protect the parties from liability resulting from construction work performed as part of any Capital Project or Projects. The parties shall also confer and agree on any additional insurance that may be necessary and proper to protect the interests of the parties.**

**b. CSD covenants that it will take such steps as are reasonably necessary to accommodate any requests by the Rhode Island Board of Regents to audit the Capitol Projects.**

**c. On August 15, 2014, the City of Cranston shall accept title to the Real Property, provided that the Rhode Island Board of Regents shall retain tort and/or environmental liability for any and all property conditions arising on the Real Property prior to the time CSD accepts ownership of the property.**

**d. CSD will continue to operate a career and technical center for so long as future state education aid, School Committee funding, and**

**City of Cranston funding is sufficient for such continuation. In no case will operation of a career and technical center cease before June 30, 2015.**

**e. Any Capital Project or Projects undertaken at the Real Property shall be conducted in conformance with the RIDE 1.0 School Construction Regulations as amended from time to time. In addition, the renovation work shall undergo review by the Rhode Island State Building Commissioner's Office and the State Fire Marshall's Office.**

**f. The City of Cranston shall transfer all care, custody and control of the Real Property to CSD pursuant to R.I. Gen. Laws 16-2-9,**

**16-2-15, and 16-2-18. Upon transfer, CSD shall maintain care, custody and control of the Real Property as it does its other school facilities.**

### **3. Other Obligations of the Parties**

**(A) Nothing herein shall be deemed to obligate CSD to use all or any specific part of the Real Property as a career and technical center, and nothing herein shall preclude CSD from using all or any specific part of the Real Property for other educational purposes, provided in either case, CSD operates a career and technical center.**

**(B) Title Examination. The City of Cranston, at its sole cost and expense, has the right to examine title to the Property. If the City of**



**Cranston has any objections to title, it shall give RIDE written notice of such objections. Upon receiving notice of any objection to title, RIDE will make reasonable efforts to cure such objection to title before the transfer of title. If RIDE is unable to cure such objection to title before the transfer of title, the transfer date hereunder shall be extended for a reasonable time (up to thirty days), unless the City of Cranston agrees to waive such objections to title.**

**If after the expiration of the extended time RIDE shall have failed to cure said objections to title then at the City=s election, exercisable by written notice to RIDE, this Agreement may be canceled by either the City of Cranston or CSD.**

**(C) Loss. Until the transfer of title and the recording of the Deed, the State shall bear the risk of loss.**

**If the Property or any portion thereof is damaged or destroyed prior to the Closing or if the Property or any portion thereof is taken by exercise of the power of eminent domain during such period, the City of Cranston may elect either: i) to terminate this Agreement and any and all obligations to purchase the Property by giving written notice to RIDE or ii) to consummate the transfer with compensation by the State of Rhode Island in the amount of the cost of replacement or repair.**

**(D) Remedies.**

**a. In the event that the Rhode Island Board of Regents fails to**

substantially perform the obligations set forth in this Agreement, this Agreement shall be terminated and shall be of no further force and effort, except as otherwise expressly provided herein. Moreover, RIDE waives any and all claims, whether at law or in equity, to recover any funds expended or committed to Capital Projects regardless of termination of this Agreement. In such case, RIDE shall indemnify and hold the City

of Cranston and CSD harmless and pay for any costs and expenses incurred by the City of Cranston and CSD regarding this transaction or for expenses related to the improvement to the Real Property.

b. In the event that the City of Cranston and/or CSD fail to substantially perform the obligations set forth in Section 2 of this Agreement, this Agreement shall be terminated and shall be of no further force and effect. Notwithstanding anything to the contrary, CSD will not be liable for repayment of the \$3,200,000.00 referred to in Paragraph 1(a) of this Agreement so long as CSD has used the funds for capital projects identified by CSD in its sole discretion at the Real Property or the appurtenances thereto and is in compliance with paragraph 2(d) of this Agreement.

**(E) The State's Representations And Warranties.** The State represents, warrants and covenants, as follows:

a. **Authorization.** The execution and delivery of this Agreement by the

**State, the performance by the State of its covenants and agreements hereunder and thereunder, and the consummation by the State of the transactions contemplated hereby and thereby have been duly authorized by all necessary action. When executed and delivered by the State, this Agreement will constitute the valid and legally binding obligation of the State.**

**b. Encroachments. All improvements now on the Property are entirely within the boundary lines of the land described on Appendix 2, and no other adjoining property encroaches upon the land.**

**c. Environmental. As of the date hereof neither the State nor any of the State's agents, employees or independent contractors: (1) have caused or are aware of a release or threat of release of Materials (as defined herein) on any of the premises or personal property owned or controlled by the State, or any abutting property, which could give rise to liability under any Superfund and Hazardous Waste Laws (as defined herein) or any other federal, state, or local law, rule or regulation; (2) have arranged for the transport of or transported any Materials in a manner as to violate, or result in potential liabilities under, any Superfund and Hazardous Waste Laws; (3) have received any notice, order or demand from the Environmental Protection Agency or from the State of Rhode Island under any Superfund and Hazardous Waste Laws; (4) have**

**incurred any liability under any Superfund and Hazardous Waste**

**Laws in connection with the mismanagement, improper disposal, or release of Materials; (5) are aware of any inspection or investigation of any of the premises or personal property owned or controlled by Borrower or abutting property by any federal, state or local agency for possible violations of the Superfund and Hazardous Waste Laws.**

**To the best of the State's knowledge, the State has not committed or omitted any act which caused the release of Materials on such premises or property which could give rise to a lien, penalties, fines or other charges thereon by any federal, state or local government.**

**The term "Materials" means any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. "9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. "6901 et seq., as amended, or under applicable state law, and regulations adopted thereunder, and the foregoing are collectively the "Superfund and Hazardous Waste Laws". The State shall defend, indemnify and hold the City of Cranston and CSD harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation attorneys= fees) of whatever kind or nature known or unknown, contingent or otherwise arising from, out of or in any way related to the use or operation of the Real Property prior to the transfer of the premises including without limitation, the presence, disposal, release or threatened release of**

any Hazardous Materials (as hereinafter defined) which are or may be on, under or about the Property and any lawsuits brought or threatened by any governmental entity or private party relating to such use or operation of the Real Property or to any claims for environmental cleanup costs and for any damage to the environment. For the purpose of this provision, the term Hazardous Materials@ means hazardous materials or hazardous substances as the same is defined in the Comprehensive, Environmental, Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Rhode Island Industrial Property Remediation and Reuse Act, other applicable federal and state laws, and regulations used pursuant to such statutes. This covenant shall survive the delivery of the deed and transfer of title.

d. The State shall defend, indemnify and hold the City of Cranston and CSD harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation attorneys' fees) of whatever kind or nature known or unknown, contingent or otherwise arising from, out of or in any way related to the use or operation of the Real Property prior to the transfer including without limitation, the presence, disposal, release or threatened release of any Hazardous Materials (as hereinafter defined) which are or may be on, under or about the Real Property and any lawsuits brought or threatened by any governmental entity or private party relating to such use or operation of the Real Property or

to any claims for environmental cleanup costs and for any damage to the environment. For the purpose of this provision, the term **AHazardous Materials@** means hazardous materials or hazardous substances as the same is defined in the Comprehensive, Environmental, Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Rhode Island Industrial Property Remediation and Reuse Act, other applicable federal and state laws, and regulations used pursuant to such statutes. This covenant shall survive the delivery of the deed and transfer of title.

**e. Environmental Condition.**

**(a) Phase 1.** City of Cranston, at its sole cost and expense, has the right to perform a **APhase 1@** environmental site assessment for the Real Property. The State will furnish to the City of Cranston copies of any environmental reports which exist. The City of Cranston shall give the State written notice of any environmental condition affecting the Real Property which the Rhode Island Department of Environmental Management or the Environmental Protection Agency would require to be remedied (**Aenvironmental condition@**) and shall provide the State with a copy of any written report concerning such site assessment.

**(b) Substantial Environmental Condition.** If the City of Cranston has notified the State of any such environmental condition on the Real

**Property, and if the cost to remedy same shall cost in excess of \$5,000.00, then the State may elect to terminate this Agreement and any and all obligations, contractual or otherwise, to purchase the Real Property, by**

**giving written notice to City of Cranston, within thirty (30) days after receipt by the State of a written notice from the City of Cranston of such environmental condition and the amount of the cost to remedy same.**

**f. Further Action. Each of the parties hereto shall use such party=s best efforts to take such actions as may be necessary or reasonably requested by the other parties hereto to carry out and consummate the transactions contemplated by this Agreement.**

**g. Severability. If any provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.**

**h. No Waiver. Notwithstanding any course of dealing between the parties, neither failure nor delay on the part of any party to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or**

**privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No notice to or demand upon the other party shall be deemed to be a waiver of the obligation of such party or of the right of the party to take further action without notice or demand.**

**i. Binding Effect. This Agreement shall be binding upon and inure to the benefit of State and the City of Cranston and their respective successors and assigns. If two or more parties are named, then their obligations hereunder are joint and several.**

**j. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Rhode Island.**

**k. Section Headings. The section headings are for the convenience of the parties and shall not alter, modify, amend, limit or restrict the contractual obligations of the parties.**

**l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.**

**m. Survival of Terms. All promises, covenants, obligations, indemnifications, releases, disclaimers, representations and warranties herein shall survive the Closing Date and the execution,**



**delivery and recording of the Deed and shall also survive any termination of this Agreement.**

**n. Complete Agreement.**

**This Agreement represents the complete agreement of the parties and supersedes all prior agreements and communications. This Agreement may not be modified except by a writing signed by both parties.**

**In the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that such matters shall be subject to proceedings before a court of competent jurisdiction within the State of Rhode Island.**

**[REMAINDER OF PAGE LEFT BLANK]**

**FOR THE STATE OF RHODE ISLAND AND THE RHODE ISLAND  
BOARD OF REGENTS**

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**Deborah A. Gist, Commissioner of Elementary  
And Secondary Education, at the direction of the  
Board of Regents for Elementary and Secondary Education**

**And as the Executive Agent of the Board**

**STATE OF RHODE ISLAND**  
**COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Deborah A. Gist, to me known and known by me to be the Commissioner of Elementary and Secondary Education and the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education, who executed the foregoing instrument as the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Rhode Island Board of Regents for Elementary and Secondary Education.**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:\_\_\_\_\_**

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**Richard Licht, Director**  
**Department of Administration**

**STATE OF RHODE ISLAND**  
**COUNTY OF PROVIDENCE**

In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Richard Licht, to me known and known by me to be the Director of the Department of Administration, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration.

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**Notary Public**  
**My Commission Expires:\_\_\_\_\_**

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**Ronald N. Renaud, Chair**  
**State Properties Committee**

**STATE OF RHODE ISLAND**  
**COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Ronald N. Renaud, to me known and known by me to be the Chair of the State Properties Committee, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island State Properties Committee.**

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:\_\_\_\_\_**

**FOR THE CITY OF CRANSTON**

\_\_\_\_\_  
**Allan Fung, Mayor**

**STATE OF RHODE ISLAND**  
**COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Allan Fung, to me known and known by me to be the Mayor of the City of Cranston, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and**

**deed of the City of Cranston.**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**\_\_\_\_\_

\_\_\_\_\_  
**Anthony J. Lupino, President  
Cranston City Council**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Anthony J. Lupino, to me known and known by me to be the President of the City of Council, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the City of Council.**

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:**\_\_\_\_\_

**FOR THE CRANSTON PUBLIC SCHOOLS**

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**Dr. Judith Lundsten, Interim  
Superintendent of Schools**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Dr. Judith Lundsten, to me known and known by me to be the Interim Superintendent of Cranston Public Schools, who executed the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Cranston Public Schools.**

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**Notary Public**

**My Commission Expires:\_\_\_\_\_**

**p:\active clients\rfc files\cranston school district\cranston area career  
ownership 12-5585\agreement for transfer of ownership  
07-17-2012.doc**